



**Montana Fish,
Wildlife & Parks**

**State of Montana
LIMITED SOLICITATION FORM
Department of
FISH, WILDLIFE & PARKS (FWP)**

Solicitation Number: FWP # 100081

Solicitation Title: Hooked On Fishing Fish
Knot and Lure Making Instructor

Agency Contact: FWP PURCHASING OFFICER,
Rick Dorvall (495-3249)

Limited Solicitation is an informal procurement method for purchases between \$5,001 and \$25,000. This process is authorized by section 18-4-305, MCA, and ARM 2.5.603.

Company Name and Address:

Phone Number: _____ Fax Number: _____

Federal Tax ID Number: _____

Responses to this solicitation will be accepted by FWP at **(406) 495-3253** (fax) **FWP, Purchasing, P O Box 200701, Helena MT 59620** (mailed) or **FWP, Purchasing, 930 Custer AVE., Helena MT** (delivered) **until Thursday November 12, 2009 at 2:00 P.M.** Proposals received by the purchasing officer after this time will not be accepted for consideration. Must be **received prior to 2:00 P.M.**

Montana Fish, Wildlife and Parks is soliciting bids for the following services:

Provide Knot Tying and Lure Making Education for FWP's Hooked on Fishing program classrooms in the Region 4 Great Falls area as well as the Billings, Havre and Helena areas. A detailed list of duties and qualifications is included in the specifications on page two (2) of this solicitation.

Total Price for all Instructor duties per Year:
(Includes all travel expenses): \$ _____

Contract will be for one (1) year from contract execution date with optional renewals up to three (3) additional years depending on bids.

Vendor Signature: _____

Additional vendor information attached: Yes _____ No _____ **(check one)**

Debarment: Signature certifies that company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction.

SEE STANDARD TERMS AND CONDITIONS

Region 4 Hooked on Fishing Lead Instructor

SCOPE OF WORK

Scope of Work: Lead and supervise the Hooked on Fishing Angler Education program to include the following responsibilities:

- **Hooked on Fishing Classrooms.** Maintain up to seventy (70) classes in the Hooked on Fishing Program throughout Region 4 Great Falls area as well as classes in the Havre, Billings and Helena areas. Complete a series of knot tying and fishing lure making lessons with each classroom. Educator will personally instruct the classrooms. Substitutes will not be accepted.
- Classes will be held throughout each school year.

Minimum Qualifications:

- Experience instructing students in a statewide education program such as the FWP Hooked On Fishing curriculum.
- Must have established positive working relationships with 60 plus teacher/classrooms in the education area that participate in programs similar to the FWP Hooked On Fishing program.
- Must be able to start program immediately after contract award as requested by FWP liaison.
- Experience in a classroom setting educating students in skill sets such as fishing line knot tying and making fishing lures, or similar.
- Must be registered with the State of Montana and hold an Independent Contractor Exemption Certificate in the occupation of Instructor or similar.

Fish, Wildlife and Parks will supply materials for instruction and classes.

STANDARD TERMS AND CONDITIONS

By submitting a response to a limited solicitation, the vendor agrees to the following binding provisions:

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

AUTHORITY: The following bid/request for proposal or contract is issued in accordance with Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

INTELLECTUAL PROPERTY: All patents and other legal rights in or to inventions arising out of activities funded in whole or in part by the contract must be available to the State for royalty-free and nonexclusive licensing. The contractor shall notify the State in writing of any invention conceived or reduced to practice in the course of performance of the contract. The State shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under the contract.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted, the State is allowed 30 days to pay such invoices.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (2001 Mont. Laws, ch. 429.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.